

All documents were received and were in compliance with the bid documents. We recommend the board approve and award a contract to the low bidder, **Quest**. The contract that has been drafted for this project has several provisions that protect the District from moving forward on this project should (1) the District not receive Erate monies as planned, (2) Erate funds the project but at a lesser dollar amount than estimated, and (3) the District can not fund the portion of the District was expected to pay. The contract, with the conditions listed above, must be signed before February 17, 2005.

Since this is an Erate project, we will have to request the funding no later than February 17, 2005. It is almost a virtual certainty that Erate will fund this project but we can not guarantee the exact timing of getting the funds. Normally funds are made available between June and December, some times as late as March of the next year. We anticipate receiving the monies early to late summer, 2005.

Staff has expressed a desire to do this project starting on July 1, 2005 and hopefully complete the project before the 2005 school year starts. If the District chooses to start the project before monies are secured from Erate, the District could start the project on July 1st, pay the contractor, and then seek reimbursement from Erate once the project is funded. If the District wants to wait until Erate monies are secured, they will have to wait to start until such time that the monies are made available.

We want to thank you for allowing Infinity Communications & Consulting to assist with this project. If we can be of any further assistance in regards to this matter, please don't hesitate to contact us.

Sincerely,

Fred Brakeman

Fred Brakeman RCDD CSI
President

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EXHIBIT 5

FRN 1286192

ERATE CONTRACTOR AGREEMENT

THIS AGREEMENT, DATED THE 17 DAY OF FEBRUARY, 2005, IN THE COUNTY OF LAKE, STATE OF CALIFORNIA, IS BY AND BETWEEN KONOCTI UNIFIED SCHOOL DISTRICT (HEREINAFTER REFERRED TO AS "OWNER"), AND LAN ELECTRONICS FOR YRS ERATE PROJECT (HEREINAFTER REFERRED TO AS "CONTRACTOR") FOR THE PROJECT KNOWN AS LAN ELECTRONICS FOR YRS ERATE PROJECT.

THE OWNER AND THE CONTRACTOR, FOR THE CONSIDERATION STATED HEREIN, AGREE AS FOLLOWS:

THE COMPLETE CONTRACT INCLUDES ALL OF THE PROJECT DOCUMENTS, INCLUDING THE RFP, SPECIFICATION, PERFORMANCE AND PAYMENT BOND, INSURANCE CERTIFICATES, THIS AGREEMENT, AND ALL MODIFICATIONS, ADDENDA AND AMENDMENTS THERETO, BY THIS REFERENCE INCORPORATED HEREIN. THE PROJECT DOCUMENTS ARE COMPLEMENTARY, AND WHAT IS CALLED FOR BY ANY ONE SHALL BE AS BINDING AS IF CALLED FOR BY ALL.

CONTRACTOR SHALL PERFORM WITHIN THE TIME SET FORTH IN PARAGRAPH 4 OF THIS AGREEMENT EVERYTHING REQUIRED TO BE PERFORMED, AND SHALL PROVIDE AND FURNISH ALL THE LABOR, MATERIALS, NECESSARY TOOLS, EXPENDABLE EQUIPMENT, AND ALL UTILITY AND TRANSPORTATION SERVICES AS DESCRIBED IN THE COMPLETE CONTRACT AND REQUIRED FOR CONSTRUCTION OF:

RFP NO. 074-048.2 - LAN ELECTRONICS FOR YRS ERATE PROJECT

ALL OF SAID WORK TO BE PERFORMED AND MATERIALS TO BE FURNISHED SHOULD BE COMPLETED IN A GOOD WORKMANLIKE MANNER IN STRICT ACCORDANCE WITH THE PLANS, DRAWINGS, SPECIFICATIONS AND ALL PROVISIONS OF THE COMPLETE CONTRACT AS HEREINAFTER DEFINED. THE CONTRACTOR SHALL BE LIABLE TO THE OWNER FOR ANY DAMAGES ARISING AS A RESULT OF A FAILURE TO FULLY COMPLY WITH THIS OBLIGATION, AND THE CONTRACTOR SHALL NOT BE EXCUSED WITH RESPECT TO ANY FAILURE TO SO COMPLY BY ANY ACT OR OMISSION OF THE ENGINEER OR REPRESENTATIVE OF ANY OF THEM, UNLESS SUCH ACT OR OMISSION ACTUALLY PREVENTS THE CONTRACTOR FROM FULLY COMPLYING WITH THE REQUIREMENTS OF THE PROJECT DOCUMENTS, AND UNLESS THE CONTRACTOR PROTESTS AT THE TIME OF SUCH ALLEGED PREVENTION THAT THE ACT OR OMISSION IS PREVENTING THE CONTRACTOR FROM FULLY COMPLYING WITH THE PROJECT DOCUMENTS. SUCH PROTEST SHALL NOT BE EFFECTIVE UNLESS REDUCED TO WRITING AND FILED WITH THE OWNER WITHIN THREE (3) WORKING DAYS OF THE DATE OF OCCURRENCE OF THE ACT OR OMISSION PREVENTING THE CONTRACTOR FROM FULLY COMPLYING WITH THE PROJECT DOCUMENTS.

OWNER SHALL PAY TO THE CONTRACTOR, AS FULL CONSIDERATION FOR THE FAITHFUL PERFORMANCE OF THE CONTRACT, SUBJECT TO ANY ADDITIONS OR DEDUCTIONS AS PROVIDED IN THE PROJECT DOCUMENTS, THE SUM OF:

BASE BID - LAN ELECTRONICS FOR EAST LAKE ELEMENTARY SCHOOL:

THE BIDDER AGREES TO PERFORM ALL WORK NOTED ABOVE, AS DESCRIBED IN THE PROJECT MANUAL (CONTRACT DOCUMENTS AND SPECIFICATIONS), AND SCHEDULES FOR THE SUM OF:

THIRTY SIX THOUSAND FIVE HUNDRED SEVENTY EIGHT DOLLARS & 92/100 DOLLARS (36,578.92) BASE BID
(AMOUNT SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF A DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN).

THE FOLLOWING IS A LIST OF ADD ALTERNATES. THE OWNER WILL AWARD THIS PROJECT BASED ON THE TOTAL PROJECT COST (BASE BID PRICE PLUS ALL ADD ALTERNATES). CONTRACTOR IS REQUIRED TO PROVIDE A PRICE FOR ALL ADD ALTERNATES. CONTRACTORS WHO DO NOT PROVIDE PRICES FOR EVERY ALTERNATE WILL BE CONSIDERED NON-RESPONSIVE.

ADD ALTERNATE #1 - LAN ELECTRONICS FOR LOWER LAKE ELEMENTARY SCHOOL:

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THE BIDDER AGREES TO PERFORM ALL WORK NOTED ABOVE, AS DESCRIBED IN THE PROJECT MANUAL (CONTRACT DOCUMENTS AND SPECIFICATIONS), AND SCHEDULES FOR THE SUM OF:
FIFTY FIVE THOUSAND FOUR HUNDRED
FIFTY FIVE DOLLARS & 50/100 DOLLARS (\$ 55,455.50) ADD ALTERNATE #1
(AMOUNT SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF A DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN).

ADD ALTERNATE #2 - LAN ELECTRONICS FOR LOWER LAKE HIGH SCHOOL:

THE BIDDER AGREES TO PERFORM ALL WORK NOTED ABOVE, AS DESCRIBED IN THE PROJECT MANUAL (CONTRACT DOCUMENTS AND SPECIFICATIONS), AND SCHEDULES FOR THE SUM OF:
SIXTY ONE THOUSAND ONE HUNDRED TWO
DOLLARS & 37/100 DOLLARS (\$ 61,102.37) ADD ALTERNATE #2
(AMOUNT SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF A DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN).

ADD ALTERNATE #3 - LAN ELECTRONICS FOR BURNS VALLEY ELEMENTARY SCHOOL:

THE BIDDER AGREES TO PERFORM ALL WORK NOTED ABOVE, AS DESCRIBED IN THE PROJECT MANUAL (CONTRACT DOCUMENTS AND SPECIFICATIONS), AND SCHEDULES FOR THE SUM OF:
NINETY SIX THOUSAND SIX HUNDRED
NINETY FIVE & 85/100 DOLLARS (\$ 96,695.85) ADD ALTERNATE #3
(AMOUNT SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF A DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN).

BIDDER AGREES THAT THIS CONTRACT SHALL BE NULL AND VOID IF THE OWNER DOES NOT GET ERATE FUNDS AND/OR THE ERATE FUNDS ARE NOT AT THE DISCOUNT ORIGINALLY ESTIMATED AND/OR THE OWNER CAN NOT COME UP WITH THE UNDISCOUNTED PORTION OF THIS PROJECT AT THE TIME THE FUNDING COMMITMENT DECISION LETTER IS RECEIVED BY SLD.

THE WORK SHALL COMMENCE FIVE (5) DAYS AFTER RECEIVING THE OWNER'S NOTICE TO PROCEED AND SHALL BE COMPLETED AS NOTED THE DATE SPECIFIED IN THE NOTICE TO PROCEED. TIME IS OF THE ESSENCE. WORK IS TO BE COMPLETED AS NOTED IN THE LETTER TO PROCEED. PROJECT DURATION SHALL BE 120 CALENDAR DAYS.

IN ACCORDANCE WITH GOVERNMENT CODE SECTION 53069.05, FOR EACH CALENDAR DAY COMPLETION IS DELAYED BEYOND THE TIME ALLOWED, CONTRACTOR AGREES TO FORFEIT AND PAY TO OWNER THE SUM OF ONE HUNDRED DOLLARS (\$100.00) PER CALENDAR DAY, WHICH SHALL BE DEDUCTED FROM ANY PAYMENTS DUE TO OR TO BECOME DUE TO CONTRACTOR. TIME EXTENSIONS MAY BE GRANTED BY THE OWNER OR THE OWNER'S REPRESENTATIVE.

IN THE EVENT SAID CONTRACTOR FAILS TO FURNISH TOOLS, EQUIPMENT, OR LABOR IN THE NECESSARY QUANTITY OR QUALITY, OR FAILS TO PROSECUTE THE WORK OR ANY PART THEREOF CONTEMPLATED BY THIS AGREEMENT IN A DILIGENT AND WORKMANLIKE MANNER, THE SUPERINTENDENT OR DESIGNER SHALL SO CERTIFY TO THE GOVERNING BOARD OF THE OWNER, AND IF THE CONTRACTOR FOR A PERIOD OF TEN (10) CALENDAR DAYS AFTER RECEIPT OF WRITTEN DEMAND FROM OWNER TO DO SO, FAILS TO FURNISH TOOLS, EQUIPMENT, OR LABOR IN THE NECESSARY QUANTITY OR QUALITY, AND TO PROSECUTE SAID WORK AND ALL PARTS THEREOF IN A DILIGENT AND WORKMANLIKE MANNER, OR AFTER COMMENCING TO DO SO WITHIN SAID TEN (10) CALENDAR DAYS, FAILS TO CONTINUE TO DO SO, THEN THE OWNER MAY EXCLUDE THE CONTRACTOR FROM THE PREMISES, OR ANY PORTION THEREOF, AND TAKE POSSESSION OF SAID PREMISES OR ANY PORTION THEREOF, TOGETHER WITH ALL MATERIAL AND EQUIPMENT THEREON, AND MAY COMPLETE THE WORK CONTEMPLATED BY THIS AGREEMENT OR ANY PORTION OF SAID WORK, EITHER BY FURNISHING THE TOOLS, EQUIPMENT, LABOR OR MATERIAL NECESSARY, OR BY LETTING THE UNFURNISHED PORTION OF SAID WORK, OR THE PORTION TAKEN OVER BY THE OWNER TO ANOTHER CONTRACTOR, OR BY A COMBINATION OF SUCH METHODS. IN ANY EVENT, THE PROGRESS OF THE COMPLETION OF SAID WORK, OR THE PORTION THEREOF TAKEN OVER BY THE OWNER, SHALL BE A CHARGE AGAINST THE CONTRACTOR, AND MAY BE DEDUCTED FROM ANY MONEY DUE OR BECOMING DUE CONTRACTOR FROM THE OWNER, OR THE CONTRACTOR SHALL PAY THE OWNER THE

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AMOUNT OF SAID CHARGE, OR THE PORTION THEREOF UNSATISFIED. THE SURETIES PROVIDED FOR UNDER THIS AGREEMENT SHALL BECOME LIABLE FOR PAYMENT SHOULD CONTRACTOR FAIL TO PAY IN FULL ANY SAID COST INCURRED BY THE OWNER.

THE CONTRACTOR AGREES TO AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS INFINITY COMMUNICATIONS AND CONSULTING, INC., THE SCHOOL DISTRICT, CONSULTANT(S), THE OWNER, ITS GOVERNING BOARD, OFFICERS, AGENTS, AND EMPLOYEES FROM EVERY CLAIM OR DEMAND MADE, AND EVERY LIABILITY, LOSS, DAMAGE, OR EXPENSE, OF ANY NATURE WHATSOEVER, WHICH MAY BE INCURRED BY REASON OF:

- (A) LIABILITY FOR DAMAGES FOR (1) DEATH OR BODILY INJURY TO PERSONS; (2) INJURY TO, LOSS OR THEFT OF PROPERTY; OR (3) ANY OTHER LOSS, DAMAGE OR EXPENSE ARISING UNDER EITHER (1) OR (2) ABOVE, SUSTAINED BY THE CONTRACTOR UPON OR IN CONNECTION WITH THE WORK CALLED FOR IN THIS PROJECT, EXCEPT FOR LIABILITY RESULTING FROM THE SOLE ACTIVE NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE OWNER.
- (B) ANY INJURY TO OR DEATH OF ANY PERSON(S) OR DAMAGE, LOSS OR THEFT OF ANY PROPERTY CAUSED BY ANY ACT, NEGLECT, DEFAULT OR OMISSION OF THE CONTRACTOR, OR ANY PERSON, FIRM, OR CORPORATION EMPLOYED BY THE CONTRACTOR, EITHER DIRECTLY OR BY INDEPENDENT CONTRACT, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE WORK COVERED BY THIS AGREEMENT, WHETHER SAID INJURY OR DAMAGE OCCURS EITHER ON OR OFF OWNER'S PROPERTY, IF THE LIABILITY AROSE THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANYONE EMPLOYED BY THE CONTRACTOR, EITHER DIRECTLY OR BY INDEPENDENT CONTRACT.

THE CONTRACTOR, AT CONTRACTOR'S OWN EXPENSE, COST, AND RISK SHALL DEFEND ANY AND ALL ACTIONS, SUITS, OR OTHER PROCEEDINGS THAT MAY BE BROUGHT OR INSTITUTED AGAINST INFINITY COMMUNICATIONS AND CONSULTING, INC., THE SCHOOL DISTRICT, THE OWNER, ITS GOVERNING BOARD, OFFICERS, AGENTS OR EMPLOYEES, ON ANY SUCH CLAIM, DEMAND OR LIABILITY, AND SHALL PAY OR SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE OWNER, ITS GOVERNING BOARD, OFFICERS, AGENTS OR EMPLOYEES IN ANY ACTION, SUIT OR OTHER PROCEEDINGS AS A RESULT THEREOF.

CONTRACTOR SHALL TAKE OUT, PRIOR TO COMMENCING THE WORK, AND MAINTAIN, DURING THE LIFE OF THIS CONTRACT, AND SHALL REQUIRE ALL SUBCONTRACTORS, IF ANY, WHETHER PRIMARY OR SECONDARY, TO TAKE OUT AND MAINTAIN:

PUBLIC LIABILITY INSURANCE FOR INJURIES
INCLUDING ACCIDENTAL DEATH, TO ANY ONE
PERSON IN AN AMOUNT NOT LESS THAN \$1,000,000.00

AND

SUBJECT TO THE SAME LIMIT FOR EACH
PERSON ON ACCOUNT OF ONE ACCIDENT,
IN AN AMOUNT NOT LESS THAN \$1,000,000.00

AND

PROPERTY DAMAGE INSURANCE
IN AN AMOUNT NOT LESS THAN \$1,000,000.00

NOTE: INFINITY COMMUNICATIONS AND CONSULTING, INC., THE SCHOOL DISTRICT, THEIR AGENTS, AND EMPLOYEES, SHALL BE LISTED AS ADDITIONAL INSURED. YOU SHALL SUBMIT SIX ORIGINAL CERTIFICATES TO INFINITY COMMUNICATIONS AND CONSULTING, INC.

COURSE OF CONSTRUCTION INSURANCE BY OWNER

NOTE: THE OWNER'S COURSE OF CONSTRUCTION INSURANCE WILL COVER ONLY ITEMS INCORPORATED INTO THE IMPROVEMENTS OR MATERIALS SUITABLY STORED ON-SITE.

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ERATE CONTRACTOR AGREEMENT

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INSURANCE COVERING SPECIAL HAZARDS: THE FOLLOWING SPECIAL HAZARDS SHALL BE COVERED BY RIDER OR RIDERS TO ABOVE-MENTIONED PUBLIC LIABILITY INSURANCE OR PROPERTY DAMAGE INSURANCE POLICY OR POLICIES OF INSURANCE, OR BY SPECIAL POLICIES OF INSURANCE IN AMOUNTS AS FOLLOWS:

AUTOMOTIVE AND TRUCK WHERE OPERATED IN AMOUNTS AS ABOVE

MATERIAL HOIST WHERE USED IN AMOUNTS AS ABOVE

100% PAYMENT AND 100% PERFORMANCE BONDS SHALL BE SUPPLIED PRIOR TO BEGINNING WORK ON THIS PROJECT.

PUBLIC CONTRACT CODE SECTION 22300 PERMITS THE SUBSTITUTION OF SECURITIES FOR ANY MONIES WITHHELD BY A PUBLIC AGENCY TO ENSURE PERFORMANCE UNDER A CONTRACT. AT THE REQUEST AND EXPENSE OF THE CONTRACTOR, SECURITIES EQUIVALENT TO THE AMOUNT WITHHELD SHALL BE DEPOSITED WITH THE PUBLIC AGENCY, OR WITH A STATE OR FEDERALLY CHARTERED BANK IN CALIFORNIA AS THE ESCROW AGENT, WHO SHALL THEN PAY SUCH MONIES TO THE CONTRACTOR. THE DISTRICT RETAINS THE SOLE DISCRETION TO APPROVE THE BANK SELECTED BY THE CONTRACTOR TO SERVE AS ESCROW AGENT. UPON SATISFACTORY COMPLETION OF THE CONTRACT, THE SECURITIES SHALL BE RETURNED TO THE CONTRACTOR. SECURITIES ELIGIBLE FOR INVESTMENT SHALL INCLUDE THOSE LISTED IN GOVERNMENT CODE SECTION 16430 OR BANK OR SAVINGS AND LOAN CERTIFICATES OF DEPOSIT. THE CONTRACTOR SHALL BE THE BENEFICIAL OWNER OF ANY SECURITIES SUBSTITUTED FOR MONIES WITHHELD AND SHALL RECEIVE ANY INTEREST THEREON.

IN THE ALTERNATIVE, UNDER SECTION 22300, THE CONTRACTOR MAY REQUEST OWNER TO MAKE PAYMENT OF EARNED RETENTIONS DIRECTLY TO THE ESCROW AGENT AT THE EXPENSE OF THE CONTRACTOR. ALSO AT THE CONTRACTOR'S EXPENSE, THE CONTRACTOR MAY DIRECT INVESTMENT OF THE PAYMENTS IN SECURITIES, AND THE CONTRACTOR SHALL RECEIVE INTEREST EARNED ON SUCH INVESTMENT UPON THE SAME CONDITIONS AS PROVIDED FOR SECURITIES DEPOSITED BY CONTRACTOR. UPON SATISFACTORY COMPLETION OF THE CONTRACT, CONTRACTOR SHALL RECEIVE FROM THE ESCROW AGENT ALL SECURITIES, INTEREST AND PAYMENTS RECEIVED BY ESCROW AGENT FROM OWNER PURSUANT TO THE TERMS OF SECTION 22300. CONTRACTOR SHALL PAY TO EACH SUBCONTRACTOR, NOT LATER THAN 28 DAYS AFTER RECEIPT OF SUCH PAYMENT, THE RESPECTIVE AMOUNT OF INTEREST EARNED, NET OF COSTS ATTRIBUTED TO RETENTION WITHHELD FROM EACH SUBCONTRACTOR, ON THE AMOUNT OF RETENTION WITHHELD TO INSURE PERFORMANCE OF THE CONTRACTOR.

IF CONTRACTOR IS A CORPORATION, THE UNDERSIGNED HEREBY REPRESENTS AND WARRANTS THAT THE CORPORATION IS DILIGENTLY INCORPORATED AND IN GOOD STANDING IN THE STATE OF CALIFORNIA, AND THAT _____, WHOSE TITLE IS _____, IS AUTHORIZED TO ACT FOR AND BIND THE CORPORATION.

EACH AND EVERY PROVISION OF LAW AND CLAUSE REQUIRED BY LAW TO BE INSERTED IN THIS AGREEMENT SHALL BE DEEMED TO BE INSERTED HEREIN AND THE AGREEMENT SHALL BE READ AND ENFORCED AS THOUGH IT WERE INCLUDED HEREIN, AND IF THROUGH MISTAKE OR OTHERWISE ANY SUCH PROVISION IS NOT INSERTED, OR IS NOT CURRENTLY INSERTED, THEN UPON APPLICATION OF EITHER PARTY THE AGREEMENT SHALL FORTHWITH BE PHYSICALLY AMENDED TO MAKE SUCH INSERTION OR CORRECTION.

THE COMPLETE CONTRACT, AS SET FORTH IN PARAGRAPH 1 OF THIS AGREEMENT, CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES. NO OTHER AGREEMENTS, ORAL OR WRITTEN, PERTAINING TO THE WORK TO BE PERFORMED, EXISTS BETWEEN THE PARTIES. THIS AGREEMENT CAN BE MODIFIED ONLY BY AN AMENDMENT IN WRITING, SIGNED BY BOTH PARTIES AND PURSUANT TO ACTION OF THE GOVERNING BOARD.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED.

OWNER

CONTRACTOR:

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By: KNOXCOI UNITED SCHOOL DISTRICT
[Signature]
SIGNATURE
Q Cant 2
PRINT NAME
Asst. Supt.
TITLE

By: Angie McKay / Quest
[Signature]
SIGNATURE
Angie McKay
PRINT NAME
Account Manager
TITLE

589553633106 ^{EXPIRES} 3/31/06
CONTRACTOR'S LICENSE NUMBER

143005814
CONTRACTOR'S SPIN #

94-28380916
TAX ID/SOCIAL SECURITY NUMBER
(CORPORATE SEAL IF CONTRACTOR IS
INCORPORATED)



COMMUNICATIONS AND CONSULTING

STATUS REPORT**PROJECT TITLE:** Cabling and Infrastructure Upgrades**BID/RFP No.:** 074-04B.1**REPORT DATE:** February 3, 2005

Konocti Unified School District contracted with Infinity Communications and Consulting, Inc (Infinity) to provide professional services. Infinity prepared construction documents/specifications/plans and drawings necessary to solicit competitive bidding and to undertake the work, in conformity with public contract code and FCC/ Erate funding requirements. The following statement is a recap of the process that has been instituted specifically for the above titled project:

- Bid Documents were prepared.
- As required by E-Rate, to achieve maximum competitive results, a "Project Notice" was posted through the Internet, in the form of a filing FCC Erate form 470 (on-line posting of bid).
- A "Public Notice Inviting Bids" was placed the local newspaper, publication dates were January 3, 2005 and January 10, 2005
- Bid documents were issued to eight prospective bidders.
- A mandatory Pre Bid Conference/Job Walk was conducted on January 11, 2005 with five (5) contractors attending.
- Subsequent to the Conference/Job Walk an informational / clarification addendum was issued.
- Bids were received and opened as scheduled on January 27, 2005 at 10:00 AM.
- One (1) conforming Bid/RFP response was received as a result.

Erate will be paying **85%** of the cost of this project. We have broken out the cost of each system including (1) the total bid, (2) the District's portion, and (3) Erate's portion:

Total Bid	\$156,979.00	East Lake Elementary School
District Portion	\$23,546.85	
Erate Portion	\$133,432.15	
Total Bid	\$200,409.00	Lower Lake High School
District Portion	\$30,061.35	
Erate Portion	\$170,347.65	
Total Bid	\$264,744.00	Lower Lake Elementary School
District Portion	\$39,711.60	
Erate Portion	\$225,032.40	

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PHONE: 661.716.1840 • FAX: 661.716.1841

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Total Bid	\$234,057.00	Burns Valley Elementary School
District Portion	\$35,108.55	
Erate Portion	\$198,948.45	

Total Recap

Total All Projects	\$856,189.00
District Portion	\$128,428.65
Erate Portion	\$727,760.65

Per our contract with the District, if the District chooses to do this project, our 5% fee would be \$42,809.00.

All documents were received and were in compliance with the bid documents. We recommend the board approve and award a contract to the low bidder, Pacific Bell Telephone Company dba SBC Data-Comm. The contract that has been drafted for this project has several provisions that protect the District from moving forward on this project should (1) the District not receive Erate monies as planned, (2) Erate funds the project but at a lesser dollar amount than estimated, and (3) the District can not fund the portion of the District was expected to pay. The contract, with the conditions listed above, must be signed before February 17, 2005.

Since this is an Erate project, we will have to request the funding no later than February 17, 2005. It is almost a virtual certainty that Erate will fund this project but we can not guarantee the exact timing of getting the funds. Normally funds are made available between June and December, some times as late as March of the next year. We anticipate receiving the monies early to late summer, 2005.

Staff has expressed a desire to do this project starting on July 1, 2005 and hopefully complete the project before the 2005 school year starts. If the District chooses to start the project before monies are secured from Erate, the District could start the project on July 1st, pay the contractor, and then seek reimbursement from Erate once the project is funded. If the District wants to wait until Erate monies are secured, they will have to wait to start until such time that the monies are made available.

We want to thank you for allowing Infinity Communications & Consulting to assist with this project. If we can be of any further assistance in regards to this matter, please don't hesitate to contact us.

Sincerely,

Fred Brakeman

Fred Brakeman RCDD CSI
President

PO BOX 6069 • BAKERSFIELD, CA. • 93386
PHONE: 661.716.1840 • FAX: 661.716.1841
WWW.INFINITYCOMM.COM

FRN 1286194

**PRIME CONTRACTOR
AGREEMENT**

THIS AGREEMENT, DATED THE 17 DAY OF FEBRUARY, 2005, IN THE COUNTY OF LAKE, STATE OF CALIFORNIA, IS BY AND BETWEEN **KONOCTI UNIFIED SCHOOL DISTRICT**, (HEREINAFTER REFERRED TO AS "OWNER"), AND SBC DATA COMM, HEREINAFTER REFERRED TO AS "CONTRACTOR") FOR THE PROJECT KNOWN AS CABLING AND INFRASTRUCTURE UPGRADES FOR YR8 ERATE PROJECT.

THE OWNER AND THE CONTRACTOR, FOR THE CONSIDERATION STATED HEREIN, AGREE AS FOLLOWS:

THE COMPLETE CONTRACT INCLUDES ALL OF THE PROJECT DOCUMENTS, INCLUDING THE NOTICE CALLING FOR BIDS, INFORMATION FOR BIDDERS, BID FORM, DESIGNATION OF SUBCONTRACTORS, WORKERS' COMPENSATION CERTIFICATE, FAITHFUL PERFORMANCE BOND, PAYMENT BOND, CHANGE ORDERS, SHOP DRAWING TRANSMITTALS, INFORMATION REQUIRED OF BIDDER, IF ANY, NON-COLLUSION AFFIDAVIT, INSURANCE CERTIFICATES, GUARANTEES, CONTRACTOR'S CERTIFICATE REGARDING NON-ASBESTOS CONTAINING MATERIALS, IF ANY, GENERAL CONDITIONS, SUPPLEMENTAL GENERAL CONDITIONS, SPECIAL CONDITIONS, IF ANY, PLANS, DRAWINGS, SPECIFICATIONS, THIS AGREEMENT, AND ALL MODIFICATIONS, ADDENDA AND AMENDMENTS THERETO, BY THIS REFERENCE INCORPORATED HEREIN. THE PROJECT DOCUMENTS ARE COMPLEMENTARY, AND WHAT IS CALLED FOR BY ANY ONE SHALL BE AS BINDING AS IF CALLED FOR BY ALL.

CONTRACTOR SHALL PERFORM WITHIN THE TIME SET FORTH IN PARAGRAPH 4 OF THIS AGREEMENT EVERYTHING REQUIRED TO BE PERFORMED, AND SHALL PROVIDE AND FURNISH ALL THE LABOR, MATERIALS, NECESSARY TOOLS, EXPENDABLE EQUIPMENT, AND ALL UTILITY AND TRANSPORTATION SERVICES AS DESCRIBED IN THE COMPLETE CONTRACT AND REQUIRED FOR CONSTRUCTION OF:

CABLING AND INFRASTRUCTURE UPGRADES FOR YR8 ERATE PROJECT AT KONOCTI UNIFIED SCHOOL DISTRICT

ALL OF SAID WORK TO BE PERFORMED AND MATERIALS TO BE FURNISHED SHOULD BE COMPLETED IN A GOOD WORKMANLIKE MANNER IN STRICT ACCORDANCE WITH THE PLANS, DRAWINGS, SPECIFICATIONS AND ALL PROVISIONS OF THE COMPLETE CONTRACT AS HEREINABOVE DEFINED. THE CONTRACTOR SHALL BE LIABLE TO THE OWNER FOR ANY DAMAGES ARISING AS A RESULT OF A FAILURE TO FULLY COMPLY WITH THIS OBLIGATION, AND THE CONTRACTOR SHALL NOT BE EXCUSED WITH RESPECT TO ANY FAILURE TO SO COMPLY BY ANY ACT OR OMISSION OF THE ENGINEER OR REPRESENTATIVE OF ANY OF THEM, UNLESS SUCH ACT OR OMISSION ACTUALLY PREVENTS THE CONTRACTOR FROM FULLY COMPLYING WITH THE REQUIREMENTS OF THE PROJECT DOCUMENTS, AND UNLESS THE CONTRACTOR PROTESTS AT THE TIME OF SUCH ALLEGED PREVENTION THAT THE ACT OR OMISSION IS PREVENTING THE CONTRACTOR FROM FULLY COMPLYING WITH THE PROJECT DOCUMENTS. SUCH PROTEST SHALL NOT BE EFFECTIVE UNLESS REDUCED TO WRITING AND FILED WITH THE OWNER WITHIN THREE (3) WORKING DAYS OF THE DATE OF OCCURRENCE OF THE ACT OR OMISSION PREVENTING THE CONTRACTOR FROM FULLY COMPLYING WITH THE PROJECT DOCUMENTS.

OWNER SHALL PAY TO THE CONTRACTOR, AS FULL CONSIDERATION FOR THE FAITHFUL PERFORMANCE OF THE CONTRACT, SUBJECT TO ANY ADDITIONS OR DEDUCTIONS AS PROVIDED IN THE PROJECT DOCUMENTS, THE SUM OF EIGHT HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED EIGHTY-NINE DOLLARS & NO CENTS DOLLARS (\$856,189.00).

EVEN THOUGH THIS IS AN ERATE PROJECT, THE OWNER INTENDS TO PAY THE CONTRACTOR DIRECTLY FOR THIS PROJECT. THE OWNER INTENDS TO FILE A BEAR FORM ON A REGULAR BASIS AND THE CONTRACTOR AGREES TO FORWARD MONIES RECEIVED BY ERATE (USAC) WITHIN TWENTY (20) DAYS OF RECEIVING SAID MONIES TO THE OWNER.

THE WORK SHALL COMMENCE FIVE (5) DAYS AFTER RECEIVING THE OWNER'S NOTICE TO PROCEED AND SHALL BE COMPLETED AS NOTED ON CM CONSTRUCTION SCHEDULE FROM THE DATE SPECIFIED IN THE NOTICE TO PROCEED. TIME IS OF THE ESSENCE. WORK IS TO BE COMPLETED AS NOTED IN CM CONSTRUCTION SCHEDULE.

IN ACCORDANCE WITH GOVERNMENT CODE SECTION 53069.85, FOR EACH CALENDAR DAY COMPLETION IS DELAYED BEYOND THE TIME ALLOWED (SEE ARTICLE 6 OF CM MANUAL), CONTRACTOR AGREES TO FORFEIT AND PAY TO OWNER THE SUM OF

TWO HUNDRED FIFTY DOLLARS (\$250.00) PER CALENDAR DAY, WHICH SHALL BE DEDUCTED FROM ANY PAYMENTS DUE TO OR TO BECOME DUE TO CONTRACTOR. TIME EXTENSIONS MAY BE GRANTED BY THE OWNER AS PROVIDED IN THE GENERAL CONDITIONS.

IN THE EVENT SAID CONTRACTOR FAILS TO FURNISH TOOLS, EQUIPMENT, OR LABOR IN THE NECESSARY QUANTITY OR QUALITY, OR FAILS TO PROSECUTE THE WORK OR ANY PART THEREOF CONTEMPLATED BY THIS AGREEMENT IN A DILIGENT AND WORKMANLIKE MANNER, THE SUPERINTENDENT OR DESIGNEE SHALL SO CERTIFY TO THE GOVERNING BOARD OF THE OWNER, AND IF THE CONTRACTOR FOR A PERIOD OF TEN (10) CALENDAR DAYS AFTER RECEIPT OF WRITTEN DEMAND FROM OWNER TO DO SO, FAILS TO FURNISH TOOLS, EQUIPMENT, OR LABOR IN THE NECESSARY QUANTITY OR QUALITY, AND TO PROSECUTE SAID WORK AND ALL PARTS THEREOF IN A DILIGENT AND WORKMANLIKE MANNER, OR AFTER COMMENCING TO DO SO WITHIN SAID TEN (10) CALENDAR DAYS, FAILS TO CONTINUE TO DO SO, THEN THE OWNER MAY EXCLUDE THE CONTRACTOR FROM THE PREMISES, OR ANY PORTION THEREOF, AND TAKE POSSESSION OF SAID PREMISES OR ANY PORTION THEREOF, TOGETHER WITH ALL MATERIAL AND EQUIPMENT THEREON, AND MAY COMPLETE THE WORK CONTEMPLATED BY THIS AGREEMENT OR ANY PORTION OF SAID WORK, EITHER BY FURNISHING THE TOOLS, EQUIPMENT, LABOR OR MATERIAL NECESSARY, OR BY LETTING THE UNFINISHED PORTION OF SAID WORK, OR THE PORTION TAKEN OVER BY THE OWNER TO ANOTHER CONTRACTOR, OR BY A COMBINATION OF SUCH METHODS. IN ANY EVENT, THE PROCURING OF THE COMPLETION OF SAID WORK, OR THE PORTION THEREOF TAKEN OVER BY THE OWNER, SHALL BE A CHARGE AGAINST THE CONTRACTOR, AND MAY BE DEDUCTED FROM ANY MONEY DUE OR BECOMING DUE CONTRACTOR FROM THE OWNER, OR THE CONTRACTOR SHALL PAY THE OWNER THE AMOUNT OF SAID CHARGE, OR THE PORTION THEREOF UNSATISFIED. THE SURETIES PROVIDED FOR UNDER THIS AGREEMENT SHALL BECOME LIABLE FOR PAYMENT SHOULD CONTRACTOR FAIL TO PAY IN FULL ANY SAID COST INCURRED BY THE OWNER.

THE CONTRACTOR AGREES TO AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS INFINITY COMMUNICATIONS AND CONSULTING, INC., THE SCHOOL DISTRICT, CONSULTANT(S), THE OWNER, ITS GOVERNING BOARD, OFFICERS, AGENTS, AND EMPLOYEES FROM EVERY CLAIM OR DEMAND MADE, AND EVERY LIABILITY, LOSS, DAMAGE, OR EXPENSE, OF ANY NATURE WHATSOEVER, WHICH MAY BE INCURRED BY REASON OF:

- (A) LIABILITY FOR DAMAGES FOR (1) DEATH OR BODILY INJURY TO PERSONS; (2) INJURY TO, LOSS OR THEFT OF PROPERTY; OR (3) ANY OTHER LOSS, DAMAGE OR EXPENSE ARISING UNDER EITHER (1) OR (2) ABOVE, SUSTAINED BY THE CONTRACTOR UPON OR IN CONNECTION WITH THE WORK CALLED FOR IN THIS PROJECT, EXCEPT FOR LIABILITY RESULTING FROM THE SOLE ACTIVE NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE OWNER.
- (B) ANY INJURY TO OR DEATH OF ANY PERSON(S) OR DAMAGE, LOSS OR THEFT OF ANY PROPERTY CAUSED BY ANY ACT, NEGLIGENCE, DEFAULT OR OMISSION OF THE CONTRACTOR, OR ANY PERSON, FIRM, OR CORPORATION EMPLOYED BY THE CONTRACTOR, EITHER DIRECTLY OR BY INDEPENDENT CONTRACT, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE WORK COVERED BY THIS AGREEMENT, WHETHER SAID INJURY OR DAMAGE OCCURS EITHER ON OR OFF OWNER'S PROPERTY, IF THE LIABILITY AROSE THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANYONE EMPLOYED BY THE CONTRACTOR, EITHER DIRECTLY OR BY INDEPENDENT CONTRACT.

THE CONTRACTOR, AT CONTRACTOR'S OWN EXPENSE, COST, AND RISK SHALL DEFEND ANY AND ALL ACTIONS, SUITS, OR OTHER PROCEEDINGS THAT MAY BE BROUGHT OR INSTITUTED AGAINST INFINITY COMMUNICATIONS AND CONSULTING, INC., THE SCHOOL DISTRICT, THE OWNER, ITS GOVERNING BOARD, OFFICERS, AGENTS OR EMPLOYEES, ON ANY SUCH CLAIM, DEMAND OR LIABILITY, AND SHALL PAY OR SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE OWNER, ITS GOVERNING BOARD, OFFICERS, AGENTS OR EMPLOYEES IN ANY ACTION, SUIT OR OTHER PROCEEDINGS AS A RESULT THEREOF.

CONTRACTOR SHALL TAKE OUT, PRIOR TO COMMENCING THE WORK, AND MAINTAIN, DURING THE LIFE OF THIS CONTRACT, AND SHALL REQUIRE ALL SUBCONTRACTORS, IF ANY, WHETHER PRIMARY OR SECONDARY, TO TAKE OUT AND MAINTAIN:

PUBLIC LIABILITY INSURANCE FOR INJURIES
INCLUDING ACCIDENTAL DEATH, TO ANY ONE
PERSON IN AN AMOUNT NOT LESS THAN \$1,000,000.00
AND
SUBJECT TO THE SAME LIMIT FOR EACH
PERSON ON ACCOUNT OF ONE ACCIDENT,
IN AN AMOUNT NOT LESS THAN \$1,000,000.00

AND

PROPERTY DAMAGE INSURANCE
IN AN AMOUNT NOT LESS THAN \$1,000,000.00

NOTE: INFINITY COMMUNICATIONS AND CONSULTING, INC., THE SCHOOL DISTRICT, THEIR AGENTS, AND EMPLOYEES, SHALL BE LISTED AS ADDITIONAL INSURED. YOU SHALL SUBMIT SIX ORIGINAL CERTIFICATES TO INFINITY COMMUNICATIONS AND CONSULTING, INC.

COURSE OF CONSTRUCTION INSURANCE BY OWNER

NOTE: THE OWNER'S COURSE OF CONSTRUCTION INSURANCE WILL COVER ONLY ITEMS INCORPORATED INTO THE IMPROVEMENTS OR MATERIALS SUITABLY STORED ON-SITE.

INSURANCE COVERING SPECIAL HAZARDS: THE FOLLOWING SPECIAL HAZARDS SHALL BE COVERED BY RIDER OR RIDERS TO ABOVE-MENTIONED PUBLIC LIABILITY INSURANCE OR PROPERTY DAMAGE INSURANCE POLICY OR POLICIES OF INSURANCE, OR BY SPECIAL POLICIES OF INSURANCE IN AMOUNTS AS FOLLOWS:

AUTOMOTIVE AND TRUCK WHERE OPERATED IN AMOUNTS AS ABOVE

MATERIAL HOIST WHERE USED IN AMOUNTS AS ABOVE

PUBLIC CONTRACT CODE SECTION 22300 PERMITS THE SUBSTITUTION OF SECURITIES FOR ANY MONIES WITHHELD BY A PUBLIC AGENCY TO ENSURE PERFORMANCE UNDER A CONTRACT. AT THE REQUEST AND EXPENSE OF THE CONTRACTOR, SECURITIES EQUIVALENT TO THE AMOUNT WITHHELD SHALL BE DEPOSITED WITH THE PUBLIC AGENCY, OR WITH A STATE OR FEDERALLY CHARTERED BANK IN CALIFORNIA AS THE ESCROW AGENT, WHO SHALL THEN PAY SUCH MONIES TO THE CONTRACTOR. THE DISTRICT RETAINS THE SOLE DISCRETION TO APPROVE THE BANK SELECTED BY THE CONTRACTOR TO SERVE AS ESCROW AGENT. UPON SATISFACTORY COMPLETION OF THE CONTRACT, THE SECURITIES SHALL BE RETURNED TO THE CONTRACTOR. SECURITIES ELIGIBLE FOR INVESTMENT SHALL INCLUDE THOSE LISTED IN GOVERNMENT CODE SECTION 16430 OR BANK OR SAVINGS AND LOAN CERTIFICATES OF DEPOSIT. THE CONTRACTOR SHALL BE THE BENEFICIAL OWNER OF ANY SECURITIES SUBSTITUTED FOR MONIES WITHHELD AND SHALL RECEIVE ANY INTEREST THEREON.

IN THE ALTERNATIVE, UNDER SECTION 22300, THE CONTRACTOR MAY REQUEST OWNER TO MAKE PAYMENT OF EARNED RETENTIONS DIRECTLY TO THE ESCROW AGENT AT THE EXPENSE OF THE CONTRACTOR. ALSO AT THE CONTRACTOR'S EXPENSE, THE CONTRACTOR MAY DIRECT INVESTMENT OF THE PAYMENTS IN SECURITIES, AND THE CONTRACTOR SHALL RECEIVE INTEREST EARNED ON SUCH INVESTMENT UPON THE SAME CONDITIONS AS PROVIDED FOR SECURITIES DEPOSITED BY CONTRACTOR. UPON SATISFACTORY COMPLETION OF THE CONTRACT, CONTRACTOR SHALL RECEIVE FROM THE ESCROW AGENT ALL SECURITIES, INTEREST AND PAYMENTS RECEIVED BY ESCROW AGENT FROM OWNER PURSUANT TO THE TERMS OF SECTION 22300. CONTRACTOR SHALL PAY TO EACH SUBCONTRACTOR, NOT LATER THAN 20 DAYS AFTER RECEIPT OF SUCH PAYMENT, THE RESPECTIVE AMOUNT OF INTEREST EARNED, NET OF COSTS ATTRIBUTED TO RETENTION WITHHELD FROM EACH SUBCONTRACTOR, ON THE AMOUNT OF RETENTION WITHHELD TO INSURE PERFORMANCE OF THE CONTRACTOR.

IF CONTRACTOR IS A CORPORATION, THE UNDERSIGNED HEREBY REPRESENTS AND WARRANTS THAT THE CORPORATION IS DULY INCORPORATED AND IN GOOD STANDING IN THE STATE OF _____, AND THAT _____, WHOSE TITLE IS _____, IS AUTHORIZED TO ACT FOR AND BIND THE CORPORATION.

EACH AND EVERY PROVISION OF LAW AND CLAUSE REQUIRED BY LAW TO BE INSERTED IN THIS AGREEMENT SHALL BE DEEMED TO BE INSERTED HEREIN AND THE AGREEMENT SHALL BE READ AND ENFORCED AS THOUGH IT WERE INCLUDED HEREIN, AND IF THROUGH MISTAKE OR OTHERWISE ANY SUCH PROVISION IS NOT INSERTED, OR IS NOT CURRENTLY INSERTED, THEN UPON APPLICATION OF EITHER PARTY THE AGREEMENT SHALL FORTHWITH BE PHYSICALLY AMENDED TO MAKE SUCH INSERTION OR CORRECTION.

THE COMPLETE CONTRACT, AS SET FORTH IN PARAGRAPH 1 OF THIS AGREEMENT, CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES. NO OTHER AGREEMENTS, ORAL OR WRITTEN, PERTAINING TO THE WORK TO BE PERFORMED, EXISTS BETWEEN THE

AES EXECUTIVE IRVINE 9498529671

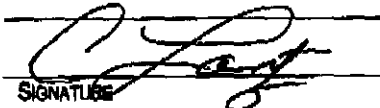
02/17 '05 15:53 NO.271 02/02

PARTIES. THIS AGREEMENT CAN BE MODIFIED ONLY BY AN AMENDMENT IN WRITING, SIGNED BY BOTH PARTIES AND PURSUANT TO ACTION OF THE GOVERNING BOARD.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED.

OWNER:

BY: KONOCTI UNIFIED SCHOOL DISTRICT


SIGNATURECliff Lantz
PRINT NAMEAsst. Supt.
TITLE

CONTRACTOR:

BY: PACIFIC BELL TELEPHONE COMPANY D.B.A.
SBC DATACOMM
SIGNATUREVIRGINIA DEL REY
PRINT NAMEGENERAL MANAGER
TITLE760249EXPIRES 03/31/05CONTRACTOR'S LICENSE NUMBERBID PACKAGE NUMBER: #074-04B.194-075535TAX ID/SOCIAL SECURITY NUMBER
(CORPORATE SEAL IF CONTRACTOR IS
INCORPORATED)

Exhibit 6

FCC Form 471	Do not write in this area.	Appr
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Schools and Libraries Universal Service
Description of Services Ordered and Certification Form 471
Estimated Average Burden Hours per Response: 4 hours

This form asks schools and libraries to list the eligible telecommunications-related services they have ordered and estimate the annual charges for the Fund Administrator can set aside sufficient support to reimburse providers for services.

Please read instructions before beginning this application. (You can also file online at www.sl.universalservice.org)
The instructions include information on the deadlines for filing this application.

Applicant's Form Identifier (Create your own code to identify THIS form 471) **Y10-IC**

Form 471 Application# (To be assigned by administrator) **580758**

Block 1: Billed Entity Information (The "Billed Entity" is the entity paying the bills for the service listed on this form.)

1 a Name of Billed Entity **KONOCTI UNIF SCHOOL DISTRICT**

2 a Funding Year: July 1, **2007 Through June 30: 2008** Billed Entity Number: **144454**

4 a Street Address, P.O. Box, or Routing Number **9430 LAKE ST**

City **LOWER LAKE**

State **CA** Zip Code **95457**

5 a Type of Application

☐ Individual School (individual public or non-public school)

☒ School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools)

☐ Library (including library system, library outlet/branch or library consortium as defined under LSTA)

☐ Consortium ☐ Check here if any members of this consortium are ineligible or non-governmental entities

6 Contact Person's Name **Fred Brakeman and Amie Campbell**

First, if the Contact Person's Street Address is the same as in Item 4, check this box. ☐ If not, please complete the entries for the Street A

b Street Address, P.O. Box, or Routing Number **1800 30th Street Suite 175**

City **Bakersfield**

State **CA** Zip Code **93301**



Entity Number <u>144454</u>	Applicant's Form Identifier <u>Y10-IC</u>
Contact Person <u>Fred Brakeman and Amie Campbell</u>	Phone Number <u>661-716-1840</u>

This information will facilitate the processing of your applications. Please complete all rows that apply to services for which you are requesting discount information on the FIRST Form 471 you file, to encompass this and all other Forms 471 you will file for this funding year. You need not complete this information on subsequent Forms 471. Provide your best estimates for the services ordered across ALL of your Forms 471.

Schools/school districts complete Item 7. Libraries complete Item 8. Consortia complete Item 7 and/or Item 8.

Block 2: Impact of Services Ordered on Schools

IF THIS APPLICATION INCLUDES SCHOOLS...

BEFORE ORDER

AFTER ORDER

7a Number of students to be served

NO DATA

Block 3: Impact of Services Ordered on Libraries

NOT APPLICABLE AS THIS APPLICATION IS FOR DISTRICT

Worksheet A No: 911828

Student Count: 3186

Weighted Product (Sum. Column 8): 2811.6

Shared Discount: {

1. School Name: BURNS VALLEY ELEMENTARY SCHOOL

2. Entity Number: 110899 NCES: 06 20070 02398

3. Rural/Urban: Rural

4. Student Count: 384

5. NSLP Students: 365

6. NSLP Students/Students: 95.052%

7. Discount: 90%

8. Weighted Product: 345.6

9. Pre-K/Adult Ed/Juv:

10. Alt Disc Mech:

1. School Name: CARLE CONTINUATION HIGH SCHOOL

2. Entity Number: 110972 NCES: 06 20070 02399

3. Rural/Urban: Rural

4. Student Count: 95

5. NSLP Students: 79

6. NSLP Students/Students: 83.157%

7. Discount: 90%

8. Weighted Product: 85.5

9. Pre-K/Adult Ed/Juv:

10. Alt Disc Mech:

1. School Name: EAST LAKE ELEMENTARY SCHOOL

2. Entity Number: 110902 NCES: 06 20070 02400

3. Rural/Urban: Rural

4. Student Count: 172

5. NSLP Students: 149

6. NSLP Students/Students: 86.627%

7. Discount: 90%

8. Weighted Product: 154.8

9. Pre-K/Adult Ed/Juv:

10. Alt Disc Mech:

1. School Name: LOWER LAKE ELEMENTARY SCHOOL

2. Entity Number: 110973 NCES: 06 20070 02403

3. Rural/Urban: Rural

4. Student Count: 558

5. NSLP Students: 410

6. NSLP Students/Students: 73.476%

7. Discount: 80%

8. Weighted Product: 446.4

9. Pre-K/Adult Ed/Juv:

10. Alt Disc Mech:

1. School Name: LOWER LAKE HIGH SCHOOL

2. Entity Number: 110974 NCES: 06 20070 02401

3. Rural/Urban: Rural
 4. Student Count: 790
 7. Discount: 90%
 9. Pre-K/Adult Ed/Juv:

5. NSLP Students: 663
 8. Weighted Product: 711
 10. Alt Disc Mech:

6. NSLP Students/Students: 83.924%

1. School Name: OAK HILL MIDDLE SCHOOL
 2. Entity Number: 110898 NCES: 06 20070 02402
 3. Rural/Urban: Rural
 4. Student Count: 536
 7. Discount: 90%
 9. Pre-K/Adult Ed/Juv:

5. NSLP Students: 419
 8. Weighted Product: 482.4
 10. Alt Disc Mech:

6. NSLP Students/Students: 78.171%

1. School Name: POMO ELEMENTARY SCHOOL
 2. Entity Number: 110901 NCES: 06 20070 10228
 3. Rural/Urban: Rural
 4. Student Count: 605
 7. Discount: 90%
 9. Pre-K/Adult Ed/Juv:

5. NSLP Students: 488
 8. Weighted Product: 544.5
 10. Alt Disc Mech:

6. NSLP Students/Students: 80.661%

1. School Name: RICHARD H LEWIS SCHOOL
 2. Entity Number: 110900 NCES: 06 20070 03176
 3. Rural/Urban: Rural
 4. Student Count: 46
 7. Discount: 90%
 9. Pre-K/Adult Ed/Juv:

5. NSLP Students: 39
 8. Weighted Product: 41.4
 10. Alt Disc Mech:

6. NSLP Students/Students: 84.782%

Block 5: Discount Funding Request(s)

FRN: 1608578 FCDL Date:	
10. Original FRN:	
11. Category of Service: Internal Connections	12. 470 Application Number: 372150000617213
13. SPIN: 143004812	14. Service Provider Name: SBC Datacomm, Inc.
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: N/A
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number:	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 02/02/2007	18. Contract Award Date: 02/07/2007
19a. Service Start Date: 07/01/2007	19b. Service End Date:
20. Contract Expiration Date: 09/30/2008	
21. Attachment #: 1	22. Block 4 Worksheet No.: 911828
23a. Monthly Charges: \$0.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$0.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$0.00	
23f. Annual non-recurring (one-time) charges: 1562700.6	23g. Ineligible non-recurring amt.: 0
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$1,562,700.60	
23i. Total program year pre-discount amount (23e + 23h): \$1,562,700.60	
23j. % discount (from Block 4): 88	
23k. Funding Commitment Request (23i x 23j): \$1,375,176.53	

FRN: 1608595 FCDL Date:	
10. Original FRN:	
11. Category of Service: Internal Connections	12. 470 Application Number: 372150000617213
13. SPIN: 143020162	14. Service Provider Name: Shoreline Communications
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: N/A
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number:	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 02/02/2007	18. Contract Award Date: 02/07/2007
19a. Service Start Date: 07/01/2007	19b. Service End Date:
20. Contract Expiration Date: 09/30/2008	
21. Attachment #: 2	22. Block 4 Worksheet No.: 911828
23a. Monthly Charges: \$0.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$0.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$0.00	
23f. Annual non-recurring (one-time) charges: 257286.55	23g. Ineligible non-recurring amt.: 82417.04
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$174,869.51	
23i. Total program year pre-discount amount (23e + 23h): \$174,869.51	
23j. % discount (from Block 4): 88	
23k. Funding Commitment Request (23i x 23j): \$153,885.17	

FRN: 1608599 FCDL Date:	
10. Original FRN:	
11. Category of Service: Internal Connections	12. 470 Application Number: 372150000617213
13. SPIN: 143004812	14. Service Provider Name: SBC Datacomm, Inc.
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: N/A
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number:	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 02/02/2007	18. Contract Award Date: 02/07/2007
19a. Service Start Date: 07/01/2007	19b. Service End Date:
20. Contract Expiration Date: 09/30/2008	
21. Attachment #: 3	22. Block 4 Worksheet No.: 911828
23a. Monthly Charges: \$0.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$0.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$0.00	
23f. Annual non-recurring (one-time) charges: 418037.75	23g. Ineligible non-recurring amt.: 0
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$418,037.75	
23i. Total program year pre-discount amount (23e + 23h): \$418,037.75	
23j. % discount (from Block 4): 88	
23k. Funding Commitment Request (23i x 23j): \$367,873.22	

FRN: 1608609 FCDL Date:	
10. Original FRN:	
11. Category of Service: Internal Connections	12. 470 Application Number: 372150000617213
13. SPIN: 143004340	14. Service Provider Name: Dell Marketing LP
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: N/A

15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number:	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 02/02/2007	18. Contract Award Date: 02/07/2007
19a. Service Start Date: 07/01/2007	19b. Service End Date:
20. Contract Expiration Date: 09/30/2008	
21. Attachment #: 4	22. Block 4 Worksheet No.: 911828
23a. Monthly Charges: \$.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$.00	
23f. Annual non-recurring (one-time) charges: 66267.23	23g. Ineligible non-recurring amt.: 0
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$66,267.23	
23i. Total program year pre-discount amount (23e + 23h): \$66,267.23	
23j. % discount (from Block 4): 88	
23k. Funding Commitment Request (23i x 23j): \$58,315.16	

Block 6: Certifications and Signature

Application ID:580758

Do not write in this area.

Entity Number	144454	Applicant's Form Identifier	Y10-IC
Contact Person	Fred Brakeman and Amie Campbell	Phone Number	661-716-1840

Block 6: Certifications and Signature

24. ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (check one or both)
- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools including, but not limited to elementary, secondary schools, colleges, or universities
25. ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed in this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a.	Total funding year pre-discount amount on this Form 471 (Add the entities from Item 23i on all Block 5 Discount Funding Requests.)	\$2,204,337.51
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b.	Total funding commitment request amount on this Form 471 (Add the entities from Items 23K on all Block 5 Discount Funding Requests.)	\$1,939,817.01
c.	Total applicant non-discount share (Subtract Item 25b from Item 25a.)	\$264,520.50
d.	Total budgeted amount allocated to resources not eligible for E-rate support	\$62,500.00
e.	Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	\$327,020.50
f.	<input type="checkbox"/> Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Items 25e.	


26. ☒ I certify that all of the schools and libraries or library consortia listed in Block 4 of this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, and an SLD-certified technology plan approver, prior to the commencement of service. The plans are written at the following level(s):

a. ☐ an individual technology plan for using the services requested in this application; and/or

b. ☒ higher-level technology plan(s) for using the services requested in this application; or

c. ☐ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.

27. ☒ I certify that I posted my Form 470 and (if applicable) made my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.



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28. ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

29. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the Billed Entity has not received anything of value or a promise of anything of value, other than services and equipment requested under this form, from the service provider(s) or any representative or agent thereof or any consultant in connection with this request for services.

30. ☒ I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

31. ☒ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

32. ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

33. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity

(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity (ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of this program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under the Title 18 of the United States Code, 18 U.S.C. Sec. 1001 and civil violations of the False Claims Act.

34. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
35. ☒ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the cost of the contract to eligible and ineligible companies as required by the Commission's rules at 47 C.F.R. Sec. 54.504(g)(1),(2).
36. ☒ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. Sec. 54.506(c).
37. ☒ I certify that the non-discounted portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services features on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38. Signature of authorized person

39. Signature Date **2/7/2007**

The Americans with Disabilities Act, the Individuals with Disabilities Education Act and the Rehabilitation Act may impose obligations on entities to make the services purchased with these discounts accessible to and usable by people with disabilities.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these

agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 471
P.O. Box 7026
Lawrence, Kansas 66044-7026**

**For express delivery services or U.S. Postal Service, Return Receipt Requested,
mail this form to:**

**SLD Forms
ATTN: SLD Form 471
3833 Greenway Drive
Lawrence, Kansas 66046
(888) 203-8100**

Print

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Exhibit 7

January 8, 2008

COPY

Letter of Appeal
Schools and Libraries Division – Correspondence Unit
100 S. Jefferson Road
P.O. Box 902
Whippany, NJ 07981

Re: Administrator's Decision on Entity Removal Request

Appellant Name: Konocti Unified School District
Applicant BEN: 144454
Form 471 Application: 542861
Form Identifier: Yr 8 IC
FRN: 1286192
SPIN: 143005814 (Quest Media & Supplies, Inc)
FRN: 1286194
SPIN: 143004812 (SBC DataComm, Inc)
Funding Year: 2005

On 9/10/07 we faxed in the attached **Entity Removal Request** for our Year 2005 Application Number 542861. We received the attached **Administrator's Decision on Entity Removal Request** which references **FY2006**. Our original request was related to 2005, not 2006.

The reason for denial was "USAC was not able to restore a year of Internal Connections (IC) eligibility, because our records indicate that funds were disbursed to IC FRN's associated with this entity in the same fund year."

As we indicated in our 9/10/2007 fax, no monies were ever requested for Pomo. Due to a clerical error, Pomo Elementary School (Pomo) was listed on the original Block 4 worksheet. Pomo, BEN 110901, should have never been listed on this Year 2005 Block 4 worksheet. When we put these two projects (FRNs 1286192 & 1286194) out to bid, Pomo was the only school in the district that was not scheduled to get any work done. When we received bids back, no Service Providers supplied any bids for Pomo. When we filed our Form 471 we attached separate Item 21 attachments for each school and no Item 21 attachments were included for Pomo. If you add up all the amounts for each attached Item 21 attachment, you will notice 100% of the monies to went to every school in the district with the exception of Pomo. Again, no funding was requested for Pomo and no Item 21 attachments were included for Pomo. For your convenience, we have attached this information again to confirm and certify our statement above.

In retrospect, we probably should have supplied in our original 9/10/2007 Entity Removal Request a copy of the original bid documents, the bid forms from each of our service providers that we selected, and the Board Recap Letter we provided to the district. For FRN 1286194, we originally included Pomo in the original bid document but put out an addendum prior to the bid taking Pomo out of the project. See attached original bid document and Addendum #1. For FRN 1286192, Pomo was never included to begin with. See attached bid document.

Neither of the above Service Provider's has done any work at Pomo under these contracts and have not billed for any work at Pomo to either USAC or the District.

Again, it was just a clerical error that Pomo Elementary School was added on the Year 2005 Block 4 worksheet. Our Service Providers never bid on any services at Pomo Elementary School and no Year 2005 contracts were issued to our Service Providers that included work at Pomo Elementary School.

Attached is a copy of our LOA for this client as well.

If, during the review this appeal, you need further information please don't hesitate to contact our office.

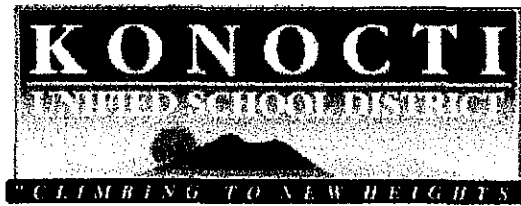
Sincerely,

Fred Brakeman
Konocti Unified School District Erate Consultant

Exhibit 8

BOARD OF TRUSTEES

Carolynn Jarrett, President
 Anita Gordon, Clerk
 Mary Silva
 Herb Gura
 Hank Montgomery



9430 Lake St. * P.O. Box 5000
 Lower Lake, California 95457-5000
 (707) 994-6475 * Fax (707) 994-0210

DISTRICT ADMINISTRATION

Louise Nan, Ed. D.
 Superintendent
 Cliff Lantz
 Assistant Superintendent
 Laurie Altic
 Chief Business Officer

September 5, 2007

To: Erate/CTF Service Providers ("Service Providers")
 Schools and Libraries Division ("Erate")
 California Public Utilities Commission and the
 California Teleconnect Fund ("CTF")

Re: Letter of Agency with Special Power of Attorney

Dear Sirs or Madam:

On this date, the herein referenced Konocti Unified School District ("School") has authorized Infinity Communications and Consulting, Inc. ("Infinity") to act as School's representative for all matters associated with School's telecom, long distance, cell phones, internet service provider ("ISP"), and internal connections services (collectively "Telecom Services"). School specifically authorizes Infinity staff to obtain any and all account information or any other documentation Infinity deems necessary for purposes pertaining to the School's Erate and CTF programs and/or other technology related projects of the School, including those involving record keeping, reimbursement, and services supplied by the Service Providers, Vendors, and Contractors to the School.

School also authorizes Infinity to represent School in all matters regarding Erate and CTF when these organizations need information from the School and/or when the School needs to communicate to these organizations.

Further, School appoints Infinity as School's attorney-in-fact to act in School's place for the purposes of:

- (A) receiving information from the vendors, Service Providers, Erate, CTF and ISP on behalf of the School regarding Telecom Services and internal connections projects;
- (B) negotiating for services from vendors, Service Providers, Erate, CTF, and ISP on behalf of the School regarding Telecom Services and internal connections projects; and

(C) executing vendor, Service Providers, Erate, CTF and ISP form(s) and contract(s) on behalf of the School regarding Telecom Services and internal connections projects.

This Letter of Agency with Special Power of Attorney shall remain in effect until December 31, 2010 or written notice of cancellation from the School, whichever comes first.

If you have any questions regarding the above authorization, please feel free to contact me at clantz@konoctiusd.lake.k12.ca.us or (707) 994-6475.

Thank you.

A handwritten signature in black ink, appearing to read "Cliff Lantz", written over the printed name.

Cliff Lantz
Assistant Superintendent
Konocti Unified School District